



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: April 28, 2026

CBCA 8696

AOC CONNECT, LLC,

Appellant,

v.

DEPARTMENT OF THE INTERIOR,

Respondent.

William Reynolds, Chief Executive Officer of AOC Connect, LLC, Ashburn, VA, appearing for Appellant.

William B. Blake, Office of the Solicitor, Department of the Interior, Herndon, VA, counsel for Respondent.

Before Judges **BEARDSLEY** (Chair), **O'ROURKE**, and **VOLK**.

BEARDSLEY, Board Judge.

Appellant, AOC Connect, LLC (AOC), filed an appeal at the Board to dispute the Department of the Interior's (DOI) failure to pay costs incurred as a result of a DOI-issued stop work order and to resolve other billing disputes that arose from April through July 2025. DOI filed a motion to dismiss this appeal for lack of jurisdiction. We grant DOI's motion and dismiss the appeal for lack of jurisdiction.

Background¹

DOI awarded task order 140D0420F0537 for voice communication services to AOC. On February 19, 2025, DOI issued a stop work order to AOC that was in place until March 20, 2025. The next day, March 21, 2025, AOC invoiced for costs incurred under three contract line items (CLINs) (the three March CLINs) as a result of the stop work order. In May 2025, AOC requested an equitable adjustment for eight CLINs, including \$458,619.21 for the three March CLINs, related to the stop work order. On June 5, 2025, DOI responded to AOC's request for equitable adjustment (the June 5 letter) and directed AOC to submit, by no later than June 30, 2025, a written request identifying the authority and factual support for the requested costs of the three March CLINs. DOI indicated that the requests for costs for the other five CLINs were time-barred.

On June 30, 2025, AOC responded by email (the June 30 email) to DOI's June 5 letter stating:

Attached is our support for the 3 CLINS. The first layer of support is the transition plan that both AOC and the Government agreed to execute the expediated [sic] schedule off of. The government specifically signed off on the transition plan that included BOTs and site surveys. In the bulk orders the complex site survey was checked yes or the local site was identified during install as requiring multiple trips due to lack of data on the government side.

I will have to try and condense the files supporting the specific orders as they keep getting pushed back. My IT guys are condensing them as we speak.

AOC filed its notice of appeal to the Board on October 17, 2025. That same day and separately from the notice of appeal, AOC filed the June 30 email and identified this email as its claim upon which the appeal is based.² DOI, in its motion, indicated that it understood

¹ For purposes of ruling on DOI's motion to dismiss, we assume the facts in DOI's motion to be true because AOC did not oppose the motion or challenge the facts set forth in the motion, despite having the opportunity to do so. We also consider the documents submitted by AOC separately from the notice of appeal to be part of the initial pleadings in this appeal and look to those documents for additional facts relevant to deciding the motion.

² AOC submitted this document in the Board's electronic docketing system (EDS) and chose the docket entry title: Complaint or Amended Complaint. In the comment section of EDS, AOC stated, "Email claim following up on Response by the contracting officer in regards to [stop work order]."

the June 30 email to be AOC's "claim" upon which its appeal is based. Also filed with the June 30 email is a document from AOC's chief executive officer to the contracting officer summarizing AOC's "position on each CLIN, allowing us to align and move toward resolution efficiently," a document titled "Appendix to Transition Plan" and the June 5 letter from the contracting officer responding to AOC's request for equitable adjustment. It is not clear if these documents were originally attached to the June 30 email, although the transition plan is referenced in that email.

AOC also submitted to the Board, separately from the notice of appeal and the June 30 email submission, a July 16, 2025, email that AOC identifies as the contracting officer's final decision.³ The email states, "It is not clear what the data submission is for. As such, the Government is denying whatever the submission is for as an appropriate^[4] submission for the GN0001 and the CW CLINs due to insufficient supporting information and explanation." Confusingly, though, AOC's notice of appeal states that it "appeals the final decision of the contracting officer dated July 19, 2025." However, no such document is attached to the notice of appeal or provided in the record.

DOI filed a motion to dismiss the appeal for lack of jurisdiction on the grounds that AOC's claim underlying this appeal was not certified, and stating that without a proper certified claim, the contracting officer was unable to render a final decision as required by the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101-7109 (2024).

Discussion

"[E]ven though 'the parties may not, by stipulation, confer jurisdiction where none exists' or eliminate it where it does, 'they may, . . . by stipulation, agree to *facts* which in themselves constitute a basis for jurisdiction' or which establish a lack thereof." 5 *Stones Intelligence, Inc. v. Department of Justice*, CBCA 8423, 25-1 BCA ¶ 38,824, at 188,878 (quoting *Bar-Ray Products, Inc.*, ASBCA 3065, 58-1 BCA ¶ 1618, at 5928); see also *Johnson & Hayward*, GSBCA 10373-P, 1989 WL 138827 (Nov. 14, 1989); *Benton Corp.*, ASBCA 28277, 83-2 BCA ¶ 16,757, at 83,322-23). Here, the parties, in effect, have stipulated that the June 30 email is the written claim on which this appeal is based. In

³ AOC submitted this document in EDS and chose the docket entry title: "Other - Additional Information from contracting officer." In the comment section of EDS, AOC stated, "This is the denial of our request for payment related to the stop work order."

⁴ From the context of the quote, the contracting officer likely meant to say "inappropriate" instead of "appropriate."

deciding whether we have jurisdiction, we must determine if the June 30 email is a claim that meets the requirements of the CDA such that it can provide the basis for our jurisdiction.

Pursuant to the CDA, for the Board to have jurisdiction to hear this appeal, AOC had to submit a written claim to the contracting officer and the contracting officer had to deny the claim before the appeal was filed. 41 U.S.C. § 7103. AOC's June 30 email claim was not a proper claim on which the contracting officer could render a final decision for two reasons – AOC did not explicitly or implicitly request a final decision in its claim, and AOC did not certify its claim.

“The CDA . . . requires that a claim indicate to the contracting officer that the contractor is requesting a final decision,’ although this request need not be explicit.” *Primestar Construction v. Department of Homeland Security*, CBCA 5510, 17-1 BCA ¶ 36,612, at 178,329 (2016) (quoting *M. Maropakis Carpentry, Inc. v. United States*, 609 F.3d 1323, 1327 (Fed. Cir. 2010)). The request for a final decision can be implicit if “objectively, the document’s content and the context surrounding the document’s submission put the contracting officer on notice that the document is a claim requesting a final decision.” *Zafer Construction Co. v. United States*, 40 F.4th 1365, 1369 (Fed. Cir. 2022).

Looking at the June 30 email, and the attachments provided with the email submission to the Board, AOC does not explicitly or implicitly request a final decision. Instead, AOC seems to be providing some, and promising to provide more, support for the three March CLINs for which AOC had requested an equitable adjustment. In the email, AOC referred to “support for the 3 CLINS” and the “transition plan” as the “first layer of support.” AOC also indicated that its “IT guys” were trying to “condense the files supporting the specific orders.” The attachments further suggest that AOC was attempting to provide requested support to DOI for the three March CLINs in advance of further discussions. AOC stated in one of the attached but undated documents, “Ahead of our upcoming meeting, I wanted to share some context to help us have a productive and solutions-focused discussion. Below is a summary of AOC Connect’s position on each CLIN, allowing us to align and move toward resolution efficiently.” The other documents attached are the transition plan, referenced in the email, and the June 5 letter from the contracting officer asking for additional support for the three March CLINs by June 30. Read together from an objective standpoint, we see no explicit or implicit request for a final decision.

A claim that seeks in excess of \$100,000 must be certified. 41 U.S.C. § 7103(b)(1); see *Alan E. Fricke Memorials, Inc. v. Department of Veterans Affairs*, CBCA 8242, 24-1 BCA ¶ 38,711, at 188,209 (citing *DAI Global, LLC v. Administrator of the United States Agency for International Development*, 945 F.3d 1196, 1198 (Fed. Cir. 2019)). Here, the June 30 email does not state the claimed amount, but it is possible to determine, from the

contracting officer's June 5 letter response filed as part of the June 30 email claim submission, that AOC sought a total of \$458,619.21 for the three March CLINs. *Gulf Tech Construction LLC v. Department of Veterans Affairs*, CBCA 7447, 22-1 BCA ¶ 38,179, at 185,426 (quoting *PHI Applied Physical Sciences, Inc.*, ASBCA 56581, et al., 13 BCA ¶ 35,308, at 173,337) (The unstated amount of a claim can be determined if “readily calculable by simple arithmetic from the attachments’ to the claim.”). AOC, therefore, claimed over \$100,000 in costs owed as a result of the stop work order.

Failure to certify a claim in excess of \$100,000 is a “jurisdictional defect.” *5 Stones Intelligence*, 25-1 BCA at 188,878 (citing *NEDA of Puerto Rico, Inc. v. General Services Administration*, CBCA 6793, 20-1 BCA ¶ 37,611, at 182,563).

“A defect in the certification of a claim does not deprive a [board] of jurisdiction over the claim” so long as it is corrected. 41 U.S.C. § 7103(b)(3). But the “complete failure to provide a certification at all may not be deemed a defective certification.” *Medina Construction, Ltd. v. United States*, 43 Fed. Cl. 537, 547 (1999). Without a certification present at all, the Board lacks jurisdiction over the claim. *Gulf Tech Construction LLC v. Department of Veterans Affairs*, CBCA 7447, 22-1 BCA ¶ 38,179, at 185,428.

Fricke Memorials, 24-1 BCA at 188,209; see 48 CFR 33.201 (2024) (“Failure to certify shall not be deemed to be a defective certification.”). AOC did not certify the June 30 email claim, and we, therefore, do not have jurisdiction to hear this appeal.

The fact that, according to AOC, the contracting officer issued a final decision in response to its claim does not create Board jurisdiction. It is questionable as to whether the July 16 email was a contracting officer's final decision, but even if it was, a contracting officer's issuance of a final decision for an uncertified claim in excess of \$100,000 does not result in the Board having jurisdiction over the appeal of that claim and final decision. *Gulf Tech*, 22-1 BCA at 185,427. “[T]he CDA ‘denies the contracting officer the authority to issue a decision’ on a contractor's request for monetary compensation ‘until a contract “claim” in writing has been properly submitted to him for a decision.’” *Id.* (quoting *Paragon Energy Corp. v. United States*, 645 F.2d 966, 971 (Ct. Cl. 1981)). Here, the claim was not properly submitted to the contracting officer – the claim was not certified and did not implicitly or explicitly ask for a final decision. Consequently, the Board has no jurisdiction to hear this appeal, and the appeal must be dismissed for lack of jurisdiction.

AOC did not respond to the motion to dismiss this appeal; however, AOC had previously asked to withdraw its appeal without prejudice to refiling should the matter remain unresolved. A dismissal for lack of jurisdiction is by definition without prejudice.

Fricke Memorials, 24-1 BCA at 188,209 (citing *Wheeler v. United States*, 11 F.3d 156, 159-60 (Fed. Cir. 1993)).

Decision

This appeal is **DISMISSED FOR LACK OF JURISDICTION.**

Erica S. Beardsley

ERICA S. BEARDSLEY
Board Judge

We concur:

Kathleen J. O'Rourke

KATHLEEN J. O'ROURKE
Board Judge

Daniel B. Volk

DANIEL B. VOLK
Board Judge